

P.S.C. Ky. No. 3
Original Sheet No. 1
Cancelling P.S.C. Ky. No. 2

North Manchester Water Association
Northern Portion of Clay County

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FEB 02 2019
KENTUCKY PUBLIC
SERVICE COMMISSION

I. SERVICE REQUIREMENTS.

A. **Application.** Any person or other entity holding property having reasonable accessibility to the source of and who is in need of having water supplied to his place of occupancy or property may apply for service by North Manchester Water Association. All customers shall sign such documents, including the contract for water service, as may be provided and required by the Association, provided that no person or entity otherwise eligible shall be permitted to become a customer of the Association if the capacity of the Association's water system, either in general or as to a particular area or line, is exhausted by the needs of its existing customers.

B. **Tap-on Fees.** A tap-on fee of Four hundred eighty (480.00) dollars shall be made for each new meter installation where a 5/8 by 3/4 inch meter is used regardless of location. A tap-on fee of Six hundred seventy (670.00) dollars shall be made for each new meter installation where a one inch meter is used regardless of location. The tap-on fee for meters exceeding one inch shall be the actual cost incurred by the Association in purchasing and installing that particular new meter plus \$50.00 labor charge.

C. **Deposit.** A deposit of \$35.00 will be received by the Association before service is rendered to any customer. The Association may at its option return the deposit to the customer after one year. Upon termination of service, the deposit may be applied by the Association against any unpaid bills of the customer, and if any balance remains after such application is made, said balance shall be refunded to the customer. Interest will be paid as required by law. Interest will be paid annually, which will be applied to bill.

D. **Nonstandard Service.** Any customer shall pay the cost of any special installation necessary to meet his/her peculiar requirements for service other than standard water tap.

E. **Water Line Installation.** No service will be installed unless there is a main distribution line existing along the road from which service is requested. The Association will install at its expense that portion of the service line extending from the main line to and including the meter box, curb stop on the customer's property immediately adjacent to the right of way of the road along which the main line exists, or within 50 feet. Whichever comes first.

F. **Easements.** Each customer, together with his/her spouse and all other real estate title owners, shall grant or convey to the Association, without cost, any permanent easements reasonably required by the Association for the installation and maintenance of the Association's meter and water lines, both existing and future, and for reading that meter at a point on the customer's property to be designated by the Association for each meter, with right of ingress and egress for these purposes over the customer's property, provided such meter and lines are located on real estate owned, rented or otherwise controlled by the customer and such lines (except for the line leading to the customer's meter) are adjacent and parallel to the right of way for a public roadway. The failure or refusal to convey such easements shall constitute grounds for discontinuing service.

G. **Customer Certificate.** The Association may issue to every customer a certificate showing the name of the customer, location of the initial premises occupied, date issued, and amount of fee.

H. **No Cross Connections.** Each customer acknowledges the need to avoid contamination of the Association's

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James C. Westfield

TITLE

Pres.
PUBLIC SERVICE COMMISSION MANAGER

BY Glenn Dutton
PUBLIC SERVICE COMMISSION MANAGER

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tion's water system by introducing of foreign water, and therefore each customer agrees that the customer's present water supply, if any exists, will be disconnected prior to connecting to the Association's water system. The custom will not connect to any other water supply while connected to the Association's water system.

I. **Customer's Service Line.** The customer will install and maintain at customer's expense a service line which shall begin at the water meter and extend to the dwelling or other point of use on the customer's premises. All service lines shall be installed of material (for example copper or black pipe) rated to 200 psi or more. The size of service line beyond the point of delivery should not be less than 3/4"; however, a larger size may be needed to provide adequate service. If the customer's point of use is at a higher elevation than the point of delivery, the customer should consult with a reputable engineering firm to size the service line from the point of delivery. The customer will be responsible for all water loss occurring on the customer's side of the water meter. The customer shall also be responsible for any damage to the Association's water lines and meter which occurs while the customer or his contractor are connecting to the meter.

J. **Inspection of Service Line.** In the installation of a service line, the customer shall leave the trench open and pipe uncovered until it is inspected by the Association and shown to be free from any tee, branch connection, irregularity, or defect.

K. **Customer's Cut-off Valve.** The customer shall furnish and maintain a private cut-off valve on the customer's side of the meter.

L. **Separate Meters.** A separate meter shall be installed for service to each residential or business unit. The customer will not permit anyone else to connect to the Association's water line or meter or the customer's service line without the prior written consent of the Association. Water furnished for a given residential or business unit shall be used on that unit only.

II. DISCONTINUANCE OF SERVICE.

A. **Involuntary Termination.** The Association may in accordance with 807 KAR 5:006 Section 11 refuse to connect or may remove the meter and/or discontinue service for the following reasons:

- 1. Violation of (1) any of its Rules and Regulations, or (2) any of the provisions of the Schedule of Rates and Charges, or (3) any of the provisions of the Contract for Water Service or other documents signed by the customer, provided the required 10 day written notice has been given.
- 2. The Association may without notice to the customer discontinue service to the customer when a dangerous condition is found to exist or for fraudulent or illegal use of service, including the theft of water or the appearance of water theft devices on the premises of the customer.
- 3. For non-payment of bills, provided the required 48 hour written notice is sent and termination is not effected until 20 days have elapsed from the mailing date of the original bill.
- 4. For refusing or neglecting to allow the Association reasonable access to the customer's premises provided the required 15 day written notice has been given.

B. **Voluntary Termination By Customer.** Customers who wish to discontinue service must give at least

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three (3) days written notice to the Association.

III. BILLING AND COLLECTION.

A. **Minimum Bill.** Each customer will pay the Association's minimum monthly water bill as soon as the meter is installed by the Association and water is made available to the meter, regardless of whether the customer connects to the meter.

B. **All Bills.** Bills will be rendered monthly. Bills are due when rendered. If not paid within ten (10) days of the date they are mailed by the Association, a penalty equal to ten percent (10%) of the bill will be applied and a 10-day notice of intended disconnection may be mailed. If a bill remains unpaid twenty (20) days after it is mailed, and the customer has been given the minimum 48-hour written notice required by 807 KAR 5:006 Section (3)(a), the service will be discontinued. Should the final date for payment of the bill fall on a Sunday or holiday the business day next following the final date will be held as a day of grace for delivery of payment. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the customer from payment.

C. **Responsible Person.** The person or entity who signs the Contract for water service or its equivalent shall be responsible for payment of all bills incurred in connection with the service rendered.

D. **Bad Check Fee.** The Association may charge the customer any service charge which the Association pays as a result of the customer's bad check. The service charge will be \$20.00 for each bad check.

E. **Tax Surcharge.** In addition to the collection of regular rates, the Association may collect from the customer a proportionate share of any privilege, sales use or other tax or fees which may be imposed.

F. **Meter Reading.** Meters will generally be read monthly, but the Association reserves the right to estimate bills and/or to vary the dates of length of period covered, temporarily or permanently, if necessary or desirable.

G. **Rates.** Bills for water will be figured in accordance with the Association's published rate schedule and will be the larger of (1) the minimum bill or (2) the bill based on the amount consumed for the period covered by the meter readings.

IV. CHARGES FOR SPECIAL MISCELLANEOUS SERVICES.

A. **Meter Test Request.** Upon request a customer may have his meter tested and adjustments will be made to the bill where the meter is found to be more than two (2) percent fast or slow in accordance with 807 KAR 5:006, Section 9. This test will be without charge provided the request by the customer is not more frequent than once each twelve months.

B. **PSC Meter Test Complaint.** Any customer of the Association may request a meter test by written application to the Public Service Commission, Post Office Box 615, Frankfort, KY 40602. C. After Hours Special Services Discouraged. The Association discourages its customers from requesting that special services be performed after the Association's regular business hours due to the higher cost to the customer.

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V. CUSTOMER'S MISCELLANEOUS OBLIGATIONS.

A. **Right of Access.** The Association's duly authorized representative and any duly authorized employee of the State Health Department bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing.

B. **Damage to Association's Water System.** No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the Association's water works. Any person violating this provision shall be subject to immediate arrest and discontinuation of water service and shall pay the cost of repairing or replacing the pipe or appearance.

C. **Notice of Trouble.** Customer shall notify the Association immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of water. Such notices, if verbal, should be confirmed in writing.

D. **Protect Association Property.** The customer shall guarantee proper protection for the Association's property placed on the customer's premises and shall permit access to it only by authorized representatives of the Association.

E. **Loss or Damage.** In the event that any loss or damage to the property of the Association or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the customer, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the customer to the Association and any liability otherwise resulting shall be assumed by the customer. any maintenance and repair of facilities beyond the Association's delivery point (i.e. meter) is the responsibility of the customer.

VI. ASSOCIATION'S OBLIGATIONS.

A. **Installation and Maintenance of Water Lines.** The Association will install, maintain and operate at the Association's cost a main pipeline or lines from the source of water supply to a point on the property of each customer, designated as the delivery point, where a meter to be purchased, installed, owned and maintained by the Association, shall be placed. The Association will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the Association and to be installed on some portion of the service line owned by the Association. The Association shall have the sole and exclusive right to the use of such cut-off valve.

B. **Association's Liability.** The Association shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the customer's premises, unless such damage results directly from negligence on the part of the Association. The Association shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the customer's premises. The Association shall not be responsible for negligence of third persons, or forces beyond the control of the Association resulting in any interruption of service.

C. **Interruption of Service.** The Association will use reasonable diligence in supplying water service, but shall not be liable for tort or breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in service, excessive or inadequate water pressure, or otherwise unsatisfactory service,

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whether or not caused by negligence.

D. **No Fire Protection Service.** The Association provides only domestic water service to rural residences and businesses. The Association does not provide fire protection to its customers or to others. Fire protection must be provided on site by the customer using means other than the Association's distribution system.

E. **Fire Hydrants.** The fire hydrants installed on the distribution lines of the Association are for the sole purpose of flushing the lines, or other uses by the Association necessary for proper maintenance of the lines. The Association is not responsible for, nor does it guarantee, any minimum pressure or flow at these hydrants, other than the minimum required by the Public Service Commission for distribution lines. If these fire hydrants are used by fire protection units in the performance on their duty any damage to the distribution lines resulting from excessive pumping pressure will be the liability of that unit.

F. **Minimum Line Size.** The Association shall not install any new distribution water lines or accept any existing distribution water lines less than three (3) inches in diameter. A service line leading to a customer's single meter may be a smaller diameter.

G. **Monitor Bills For Unusual Variances.** The Association shall continue computer monitoring of the customer's meter readings for unusual usage variances, which monitoring process shall include a printout, prior to actual billing, of any such unusual variances. If the customer's usage is unduly high and the deviation is not otherwise explained, the Association shall test the meter in accordance with 807 KAR 5:006, Section 9.

VII. DISTRIBUTION EXTENSIONS

- Any person desiring an extension to the Association's system shall request same in writing on a form approved by the Association for such extensions. Any requested extension shall be provided as follows:
- The Association shall determine the total cost of the proposed water main extension (exclusive of the meter connection) and the total length of the extension. The Association shall pay that portion of the cost of the water main extension equal to 50 feet for each applicant for service (the "50' rule contribution" as required by 807 KAR 5:006, Section 12 (1)). Each applicant will also be required to pay the Association approved "Tap-on Fee" for a meter connection to the main extension.

VIII. MISCELLANEOUS

A. **Additional Rules and Regulations.** These Rules and Regulations are in addition to the rules of the Kentucky Public Service Commission.

B. **Revisions.** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time without notice to customers, but only after thirty (30) days notice to the Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations.

C. **Conflict.** In case of conflict between any provisions of any rate schedule and these Rules and Regulations, the rate schedule shall prevail. IN case of conflict between any P.S.C. rules and regulations and these Rules and Regulations or rate schedules, the P.S.C. rules and regulations shall prevail.

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D. **Scope.** These Rules and Regulations are part of all contracts for receiving water service from the Association and apply to all contracts for receiving water service from the Association and apply to all service received from the Association whether the service is based upon contract, agreement, signed application, or otherwise. A copy of these Rules and Regulations, together with a copy of the Association Rate Schedule, shall be kept open to inspection at the office of the Association.

E. **Definitions.** The word "**Association**" used herein applies to the North Manchester Water Association. The word "**Customer**" used herein applies to the customers of said Association.

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